

RECORDATION NO. 25190-R FILED

JUL 13 '07 -10 57 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

July 13, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of July 11, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 25190-K.

The names and addresses of the parties to the enclosed document are:

Seller: The CIT Group/Equipment Financing, Inc.  
30 South Wacker Drive, Suite 3000  
Chicago, IL 60606

Buyer: The Midwest Railcar Corporation  
4949 Autumn Oaks Drive  
Maryville, IL 62062

Mr. Vernon A. Williams  
July 13, 2007  
Page 2

A description of the railroad equipment covered by the enclosed document is:

471 covered hopper railcars within the series CNW 470301 – CNW 471106 as more particularly set forth in the equipment schedule attached to the document and CNW 190467, PAL 851026 and PAL 850138 (not including 2 casualties).

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

JUL 13 '07

-10 57 AM

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 11, 2007 (this "Agreement"), is between THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation (the "Seller"), and MIDWEST RAILCAR CORPORATION, an Illinois corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Master Purchase and Sale Agreement, dated as of July 2, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

**AGREEMENT**

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** As of the date hereof, the Seller hereby assigns and transfers to the Buyer all of the Seller's rights, title and interest in, and all obligations under the Lease Documents, except to the extent constituting Excluded Rights and Obligations.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, and, except for Excluded Rights and Obligations, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by, all the terms of, the Lease Documents. Effective on and after a Closing Date, the Buyer shall be deemed to stand as the Lessor in the place of the Seller for all purposes under the Lease Documents, the Ownership Interest in which is transferred at such Closing, except with respect to Excluded Rights and Obligations, and each such reference in the Lease Documents to the Lessor shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Lessor under the Lease Documents, except to the extent of Excluded Rights and Obligations.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale granted by the Seller in favor of the Buyer with respect to the Equipment.

**Casualty Occurrence:** the total destruction or other total loss of any Unit of Equipment.

**Closing Date:** the date of the closing of the transactions with respect to the Equipment contemplated by the Purchase Agreement.

**Equipment:** the Units of Equipment listed on Schedule A hereto.

**Excluded Rights and Obligations:** (i) all rights to payments of indemnity that are due and payable to, or otherwise accrued in favor of, the Seller prior to the relevant Closing Date under a Lease Document and any rights of the Seller to be indemnified, held harmless and defended by any indemnitor (including, without limitation, by such Lessee) under such Lease Document with respect to losses, damages, injuries, claims, demands, expenses and Taxes incurred or suffered by or imposed against the Seller prior to the relevant Closing Date or in respect of any period prior to the relevant Closing Date; (ii) all rights to payment of liability insurance proceeds that are due and payable to, or otherwise accrued in favor of, the Seller prior to the relevant Closing Date under any insurance maintained by such Lessee pursuant to such Lease Document and any rights to any proceeds payable under any such liability insurance as a result of claims made against the Seller with respect to any event occurring or circumstance existing prior to the relevant Closing Date; (iii) subject to Section 1.5 of the Purchase Agreement, all rights to payments of rent, and all other periodic and non-periodic payments (not already included in clauses (i) and (ii) above), in respect of all periods prior to the relevant Closing Date, including, in addition to scheduled rent payments in such periods, all rents accrued from the last scheduled rent payment date prior to the relevant Closing Date through the day immediately prior to the relevant Closing Date; (iv) all rights to payment in respect of Casualty Occurrences prior to the relevant Closing Date; (v) all obligations of the Seller under such Lease Document to be performed prior to the relevant Closing Date; and (vi) all liabilities of the Seller under a Lease Document or in respect of the Equipment subject thereto arising from any event occurring or circumstance existing prior to the relevant Closing Date.

**Lease:** the lease of equipment identified on Annex I hereto.

**Lease Documents:** the documents identified on Annex I hereto.

**Lessee:** the lessee identified on Annex I hereto.

**Lessor:** the lessor under the Lease Documents.

**Master Lease:** each Master Railcar Lease identified on Annex I hereto.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Lease Documents, except the Excluded Rights and Obligations.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.7 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

10. **Entire Agreement.** This Agreement, the Purchase Agreement and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement or a Memorandum of Assignment of Railcar Lease Schedule with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease Documents.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

**MIDWEST RAILCAR CORPORATION**

By: 

Name: Richard M. Folio

Title: Executive Vice President

**THE CIT GROUP/EQUIPMENT  
FINANCING, INC.**

By: \_\_\_\_\_

Name: M. Roy Gosse

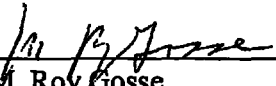
Title: Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

**MIDWEST RAILCAR CORPORATION**

By: \_\_\_\_\_  
Name: Richard M. Folio  
Title: Executive Vice President

**THE CIT GROUP/EQUIPMENT  
FINANCING, INC.**

By:   
Name: M. Roy Gosse  
Title: Vice President

STATE OF MARYLAND )

) ss.:

COUNTY OF BALTIMORE )

On this, the 26<sup>th</sup> day of June, 2007, before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, Executive Vice President of MIDWEST RAILCAR CORPORATION, who acknowledged himself to be a duly authorized officer of Midwest Railcar Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Henryka W. Gryn Craig

Notary Public

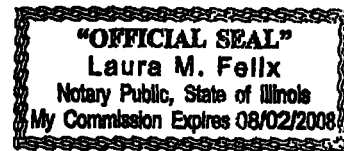
HENRYKA W. GRYC CRAIG  
NOTARY PUBLIC STATE OF MARYLAND  
County of Baltimore  
My Commission Expires September 20, 2005

STATE OF ILLINOIS            )  
  ) ss.:  
COUNTY OF COOK            )

On this, the 27th day of June, 2007, before me, a Notary Public in and for said County and State, personally appeared M. Roy Gosse, a Vice President of The CIT Group/Equipment Financing, Inc., who acknowledged himself to be a duly authorized officer of The CIT Group/Equipment Financing, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

*Laura M. Felix*



**Annex I**  
**to**  
**Assignment and Assumption Agreement**

**Lease with Union Pacific Railroad Company – 471 Cars**

Schedule No. 13, made as of December 29, 2005 ("Schedule No. 13"), by and between Union Pacific Railroad Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), incorporating the terms of that certain Master Net Railcar Lease, made as of July 9, 2004 (the "Master Lease"), between the Lessee and Seller (collectively with Schedule No. 13, the "Lease"), together with a Memorandum of Railcar Lease dated as of December 29, 2005 by and between the Seller, as lessor, and the Lessee, as lessee, filed with the Surface Transportation Board under Recordation Number 25190-K

Number of Railcars: 473 in Schedule No. 2, 2 casualty, 471 being sold

Description: 4,750 cubic-foot covered hopper railcars with gravity gates and trough hatches

Lease Commencement Date: January 1, 2006

Lease Expiration Date:

Rental Payments:

Reporting Marks: See Schedule A attached hereto

**SCHEDULE A**

**DESCRIPTION OF RAILCARS**

<u>Quantity</u>	<u>Equipment Description</u>	<u>Car Marks and Numbers</u>
471	4,750 c.f. covered hopper car with gravity gates and trough hatches	

<b>Number of Cars</b>	<b>Equipment Description</b>
471	4,750 C.F. covered hopper car with gravity gates and through hatches

1	CNW	470582
2	CNW	470583
3	CNW	470584
4	CNW	470585
5	CNW	470586
6	CNW	470587
7	CNW	470588
8	CNW	470589
9	CNW	470590
10	CNW	470591
11	CNW	470592
12	CNW	470593
13	CNW	470594
14	CNW	470595
15	CNW	470596
16	CNW	470597
17	CNW	470598
18	CNW	470599
19	CNW	470600
20	CNW	470601
21	CNW	470602
22	CNW	470603
23	CNW	470604
24	CNW	470605
25	CNW	470606
26	CNW	470607
27	CNW	470608
28	CNW	470610

<b>Number of Cars</b>		<b>Equipment Description</b>
29	CNW	470611
30	CNW	470612
31	CNW	470613
32	CNW	470614
33	CNW	470615
34	CNW	470616
35	CNW	470617
36	CNW	470618
37	CNW	470619
38	CNW	470620
39	CNW	470621
40	CNW	470622
41	CNW	470623
42	CNW	470624
43	CNW	470626
44	CNW	470627
45	CNW	470628
46	CNW	470629
47	CNW	470630
48	CNW	470631
49	CNW	470632
50	CNW	470633
51	CNW	470634
52	CNW	470635
53	CNW	470636
54	CNW	470637
55	CNW	470638
56	CNW	470639
57	CNW	470640
58	CNW	470641
59	CNW	470642
60	CNW	470643
61	CNW	470644
62	CNW	470645
63	CNW	470646
64	CNW	470647
65	CNW	470649
66	CNW	470650

<b>Number of Cars</b>		<b>Equipment Description</b>
67	CNW	470651
68	CNW	470652
69	CNW	470653
70	CNW	470654
71	CNW	470655
72	CNW	470656
73	CNW	470657
74	CNW	470658
75	CNW	470659
76	CNW	470660
77	CNW	470661
78	CNW	470662
79	CNW	470663
80	CNW	470665
81	CNW	470667
82	CNW	470668
83	CNW	470669
84	CNW	470670
85	CNW	470671
86	CNW	470672
87	CNW	470673
88	CNW	470674
89	CNW	470677
90	CNW	470678
91	CNW	470679
92	CNW	470680
93	CNW	470681
94	CNW	470682
95	CNW	470683
96	CNW	470684
97	CNW	470687
98	CNW	470688
99	CNW	470689
100	CNW	470690
101	CNW	470691
102	CNW	470692
103	CNW	470693
104	CNW	470694

<b>Number of Cars</b>		<b>Equipment Description</b>
105	CNW	470695
106	CNW	470696
107	CNW	470698
108	CNW	470699
109	CNW	470701
110	CNW	470702
111	CNW	470703
112	CNW	470705
113	CNW	470706
114	CNW	470708
115	CNW	470711
116	CNW	470712
117	CNW	470714
118	CNW	470716
119	CNW	470717
120	CNW	470718
121	CNW	470719
122	CNW	470720
123	CNW	470721
124	CNW	470723
125	CNW	470724
126	CNW	470726
127	CNW	470727
128	CNW	470728
129	CNW	470730
130	CNW	470731
131	CNW	470732
132	CNW	470733
133	CNW	470734
134	CNW	470735
135	CNW	470737
136	CNW	470738
137	CNW	470740
138	CNW	470741
139	CNW	470742
140	CNW	470744
141	CNW	470745
142	CNW	470746

<b>Number of Cars</b>		<b>Equipment Description</b>
143	CNW	470747
144	CNW	470748
145	CNW	470749
146	CNW	470750
147	CNW	470751
148	CNW	470753
149	CNW	470754
150	CNW	470755
151	CNW	470756
152	CNW	470757
153	CNW	470758
154	CNW	470759
155	CNW	470760
156	CNW	470761
157	CNW	470762
158	CNW	470764
159	CNW	470765
160	CNW	470766
161	CNW	470767
162	CNW	470768
163	CNW	470769
164	CNW	470770
165	CNW	470771
166	CNW	470772
167	CNW	470774
168	CNW	470775
169	CNW	470776
170	CNW	470777
171	CNW	470778
172	CNW	470779
173	CNW	470780
174	CNW	470782
175	CNW	470783
176	CNW	470784
177	CNW	470785
178	CNW	470786
179	CNW	470787
180	CNW	470788

<b>Number of Cars</b>		<b>Equipment Description</b>
181	CNW	470789
182	CNW	470791
183	CNW	470792
184	CNW	470793
185	CNW	470794
186	CNW	470795
187	CNW	470796
188	CNW	470797
189	CNW	470798
190	CNW	470799
191	CNW	470800
192	CNW	470801
193	CNW	470802
194	CNW	470803
195	CNW	470804
196	CNW	470805
197	CNW	470808
198	CNW	470809
199	CNW	470810
200	CNW	470811
201	CNW	470812
202	CNW	470813
203	CNW	470814
204	CNW	470815
205	CNW	470816
206	CNW	470817
207	CNW	470819
208	CNW	470820
209	CNW	470821
210	CNW	470823
211	CNW	470824
212	CNW	470826
213	CNW	470827
214	CNW	470828
215	CNW	470829
216	CNW	470830
217	CNW	470831
218	CNW	470832

<b>Number of Cars</b>		<b>Equipment Description</b>
219	CNW	470833
220	CNW	470836
221	CNW	470837
222	CNW	470839
223	CNW	470841
224	CNW	470842
225	CNW	470843
226	CNW	470844
227	CNW	470845
228	CNW	470846
229	CNW	470847
230	CNW	470848
231	CNW	470849
232	CNW	470850
233	CNW	470851
234	CNW	470852
235	CNW	470853
236	CNW	470854
237	CNW	470855
238	CNW	470856
239	CNW	470857
240	CNW	470858
241	CNW	470859
242	CNW	470860
243	CNW	470862
244	CNW	470863
245	CNW	470864
246	CNW	470865
247	CNW	470866
248	CNW	470867
249	CNW	470868
250	CNW	470869
251	CNW	470870
252	CNW	470871
253	CNW	470872
254	CNW	470873
255	CNW	470874
256	CNW	470875

<b>Number of Cars</b>		<b>Equipment Description</b>
257	CNW	470876
258	CNW	470877
259	CNW	470878
260	CNW	470879
261	CNW	470880
262	CNW	470881
263	CNW	470883
264	CNW	470884
265	CNW	470885
266	CNW	470886
267	CNW	470888
268	CNW	470889
269	CNW	470890
270	CNW	470891
271	CNW	470892
272	CNW	470893
273	CNW	470894
274	CNW	470896
275	CNW	470897
276	CNW	470898
277	CNW	470899
278	CNW	470900
279	CNW	470901
280	CNW	470902
281	CNW	470903
282	CNW	470905
283	CNW	470906
284	CNW	470907
285	CNW	470908
286	CNW	470909
287	CNW	470910
288	CNW	470911
289	CNW	470912
290	CNW	470913
291	CNW	470915
292	CNW	470916
293	CNW	470918
294	CNW	470919

<b>Number of Cars</b>		<b>Equipment Description</b>
295	CNW	470920
296	CNW	470921
297	CNW	470922
298	CNW	470923
299	CNW	470924
300	CNW	470925
301	CNW	470926
302	CNW	470927
303	CNW	470928
304	CNW	470929
305	CNW	470930
306	CNW	470931
307	CNW	470932
308	CNW	470933
309	CNW	470934
310	CNW	470935
311	CNW	470936
312	CNW	470937
313	CNW	470938
314	CNW	470939
315	CNW	470940
316	CNW	470941
317	CNW	470942
318	CNW	470943
319	CNW	470944
320	CNW	470945
321	CNW	470946
322	CNW	470947
323	CNW	470948
324	CNW	470950
325	CNW	470951
326	CNW	470952
327	CNW	470953
328	CNW	470954
329	CNW	470955
330	CNW	470957
331	CNW	470958
332	CNW	470959

<b>Number of Cars</b>		<b>Equipment Description</b>
333	CNW	470960
334	CNW	470964
335	CNW	470965
336	CNW	470966
337	CNW	470967
338	CNW	470968
339	CNW	470969
340	CNW	470970
341	CNW	470971
342	CNW	470972
343	CNW	470973
344	CNW	470974
345	CNW	470975
346	CNW	470976
347	CNW	470977
348	CNW	470978
349	CNW	470979
350	CNW	470980
351	CNW	470981
352	CNW	470982
353	CNW	470983
354	CNW	470984
355	CNW	470985
356	CNW	470986
357	CNW	470988
358	CNW	470989
359	CNW	470990
360	CNW	470991
361	CNW	470992
362	CNW	470993
363	CNW	470994
364	CNW	470995
365	CNW	470996
366	CNW	470997
367	CNW	470998
368	CNW	470999
369	CNW	471000
370	CNW	471001

<b>Number of Cars</b>		<b>Equipment Description</b>
371	CNW	471002
372	CNW	471003
373	CNW	471004
374	CNW	471005
375	CNW	471006
376	CNW	471007
377	CNW	471008
378	CNW	471009
379	CNW	471010
380	CNW	471011
381	CNW	471012
382	CNW	471013
383	CNW	471014
384	CNW	471016
385	CNW	471017
386	CNW	471018
387	CNW	471019
388	CNW	471021
389	CNW	471022
390	CNW	471023
391	CNW	471025
392	CNW	471026
393	CNW	471028
394	CNW	471031
395	CNW	471032
396	CNW	471033
397	CNW	471034
398	CNW	471035
399	CNW	471036
400	CNW	471037
401	CNW	471038
402	CNW	471040
403	CNW	471041
404	CNW	471042
405	CNW	471043
406	CNW	471044
407	CNW	471045
408	CNW	471046

<b>Number of Cars</b>		<b>Equipment Description</b>
409	CNW	471047
410	CNW	471048
411	CNW	471049
412	CNW	471050
413	CNW	471051
414	CNW	471052
415	CNW	471053
416	CNW	471054
417	CNW	471055
418	CNW	471056
419	CNW	471057
420	CNW	471058
421	CNW	471060
422	CNW	471061
423	CNW	471062
424	CNW	471063
425	CNW	471064
426	CNW	471065
427	CNW	471066
428	CNW	471067
429	CNW	471068
430	CNW	471069
431	CNW	471071
432	CNW	471072
433	CNW	471073
434	CNW	471074
435	CNW	471075
436	CNW	471076
437	CNW	471077
438	CNW	471078
439	CNW	471079
440	CNW	471080
441	CNW	471081
442	CNW	471082
443	CNW	471083
444	CNW	471084
445	CNW	471085
446	CNW	471086

<b>Number of Cars</b>		<b>Equipment Description</b>
447	CNW	471087
448	CNW	471088
449	CNW	471089
450	CNW	471090
451	CNW	471091
452	CNW	471093
453	CNW	471094
454	CNW	471095
455	CNW	471096
456	CNW	471097
457	CNW	471098
458	CNW	471099
459	CNW	471100
460	CNW	471101
461	CNW	471102
462	CNW	471103
463	CNW	471104
464	CNW	471105
465	CNW	471106
466	CNW	470961
467	CNW	470752
468	CNW	190467
469	CNW	470301
470	PAL	851026
471	PAL	851038

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document. ,

Dated: \_\_\_\_\_

7/13/07



\_\_\_\_\_  
Robert W. Alvord